

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CLEVO CO, a Taiwan Corporation,

**Plaintiff,**

V.

HECNY SHIPPING LTD, a HONG KONG Corporation; HECNY GROUP, MANAUS-AM, BRASIL and HECNY TRANSPORTATION, INC, a California Corporation.

## Defendants.

Case No.: CV-09-9135 MMM (MANx)

**PROTECTIVE ORDER ENTERED  
PURSUANT TO THE STIPULATION  
OF THE PARTIES**

Honorable Margaret A. Nagle  
Courtroom: 580

Complaint Filed: December 11, 2009  
FAC Filed: January 4, 2010  
SAC Filed: November 17, 2010

1 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the  
 2 parties' Stipulated Protective Order ("Stipulation"), filed on December 3, 2010, the  
 3 terms of the protective order to which the parties have agreed are adopted as a  
 4 protective order of this Court except to the extent, as set forth below, that those terms  
 5 have been modified by the Court's amendment of Paragraphs 1(b), 2, 5, 13, 14, 15,  
 6 and 16 of the Stipulation.

7  
 8 The parties are expressly cautioned that the designation of any information,  
 9 document, or thing as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or other  
 10 designation(s) used by parties does not, in and of itself, create any entitlement to file  
 11 such information, document, or thing, in whole or in part, under seal. Accordingly,  
 12 reference to this Protective Order or to the parties' designation of any information,  
 13 document, or thing as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or other  
 14 designation(s) used by parties is wholly insufficient to warrant a filing under seal.  
 15

16 There is a strong presumption that the public has a right of access to judicial  
 17 proceedings and records in civil cases. In connection with non-dispositive motions,  
 18 good cause must be shown to support a filing under seal. The parties' mere  
 19 designation of any information, document, or thing as "CONFIDENTIAL" or  
 20 "HIGHLY CONFIDENTIAL" or other designation(s) used by parties does not —  
 21 without the submission of competent evidence, in the form of a declaration or  
 22 declarations, establishing that the material sought to be filed under seal qualifies as  
 23 confidential, privileged, or otherwise protectable — constitute good cause.  
 24

25 Further, if sealing is requested in connection with a dispositive motion or trial,  
 26 then compelling reasons, as opposed to good cause, for the sealing must be shown,  
 27 and the relief sought shall be narrowly tailored to serve the specific interest to be  
 28 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.

1 2010). For each item or type of information, document, or thing sought to be filed or  
2 introduced under seal in connection with a dispositive motion or trial, the party  
3 seeking protection must articulate compelling reasons, supported by specific facts and  
4 legal justification, for the requested sealing order. Again, competent evidence  
5 supporting the application to file documents under seal must be provided by  
6 declaration.

7  
8 Any document that is not confidential, privileged, or otherwise protectible in its  
9 entirety will not be filed under seal if the confidential portions can be redacted. If  
10 documents can be redacted, then a redacted version for public viewing, omitting only  
11 the confidential, privileged, or otherwise protectible portions of the document, shall be  
12 filed. Any application that seeks to file documents under seal in their entirety should  
13 include an explanation of why redaction is not feasible.

14  
15 **TERMS OF PROTECTIVE ORDER**  
16

17 1. This Order shall govern:  
18           a. all testimony at depositions;  
19           b. all documents, information, materials or things produced by  
20 any party or third-party, **who or which has entered into a stipulation to be bound**  
21 **by this Protective Order**, in response to discovery requests and subpoenas, under the  
22 Federal Rules of Civil Procedure, or otherwise;  
23           c. all copies, abstracts, excerpts, analyses, summaries, or other  
24 materials (written, electronic, or in other form) that contain, reflect, or disclose  
25 information contained in such testimony, documents, or other materials.

26           The items listed in (a)-(c) above shall be referred to as “Discovery Materials.”

27 2. Any party to this litigation shall have the right to designate  
28 Discovery Materials as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”

1 pursuant to the terms of this Protective Order. Discovery Materials designated  
2 CONFIDENTIAL or HIGHLY CONFIDENTIAL will be referred to as “Designated  
3 Materials.” All designations must be made in good faith and on reasonable  
4 belief that the designation accurately reflects the definition of CONFIDENTIAL or  
5 HIGHLY CONFIDENTIAL materials.

6 a. Materials marked “CONFIDENTIAL” shall be those Discovery  
7 Materials, including any document, file, portion of file, transcribed testimony or other  
8 material that the **party making the designation** (the “Designating Party”) in good  
9 faith reasonably believes to comprise proprietary or confidential information  
10 (including but not limited to trade secrets, confidential research, or commercial  
11 information, such as costs, pricing, financial data, marketing plans and strategies, and  
12 any other confidential or proprietary information not shared or disclosed to third  
13 parties) **by** the Designating Party.

14 b. Subject to the provisions of paragraph 17, *infra*,  
15 materials marked “HIGHLY CONFIDENTIAL” shall be those Discovery  
16 Materials, including any document, file, portion of file, transcribed testimony or  
17 other material that the Designating Party in good faith reasonably believes to  
18 comprise trade secrets, or other competitively sensitive confidential information,  
19 and financial or other commercial information of the Designating Party, the  
20 disclosure of which would be likely to cause competitive harm. Discovery  
21 Materials may only be designated HIGHLY CONFIDENTIAL if the Designating  
22 Party believes in good faith that designation as CONFIDENTIAL will not provide  
23 adequate protection.

24 c. A Designating Party has the right to have persons present in  
25 the inspection room at all times during any inspection of Discovery Materials by  
26 counsel for the party receiving the Discovery Materials (the “Receiving Party”). If  
27 the Designating Party does have a person present in the inspection room during  
28 inspection by counsel for the Receiving Party, another room nearby shall be set

1 aside for counsel to confer and to review discovery materials. In addition to  
2 counsel for the Receiving Party, the Receiving Party may also have present  
3 during any inspection of Discovery Materials individuals meeting the criteria set  
4 forth in Paragraphs 5(a), 5(b), and 6, *infra*. All Discovery Materials produced for  
5 inspection and the information contained therein shall be treated as “HIGHLY  
6 CONFIDENTIAL” prior to the receipt of copies of materials. Upon receipt of  
7 copies, the designation indicated on the copy, if any, shall be the operative  
8 designation.

9           3. Discovery Materials shall be used by the Receiving Party solely  
10 for the purpose of conducting this litigation, but not for any other purpose whatsoever.

11           4. Information designated as “CONFIDENTIAL” shall be used by  
12 the Receiving Party solely for the purposes of litigation between the parties, and may  
13 be disclosed only to the following persons:

14               a. any employee or former employee of a party to whom it is  
15 deemed necessary that the documents be shown for purposes of the litigation,  
16 provided that any such employee or former employee shall be advised that they are  
17 subject to the terms of this Protective Order before being provided Designated  
18 Materials;

19               b. outside counsel for the respective parties, and employees  
20 of and independent contractors (not including experts) for outside counsel that  
21 are engaged to assist in this litigation. The term “outside counsel” shall mean the  
22 attorneys and their firms who have entered an appearance in this case and the law  
23 firm of Hoppel Mayer & Coleman of Washington, DC. If any party seeks to add  
24 additional law firms, it shall notify the opposing party(ies) of the intended  
25 addition. Prior to disclosure of “CONFIDENTIAL” or “HIGHLY  
26 CONFIDENTIAL” material, the additional law firm shall acknowledge in writing  
27 that it is familiar with and agrees to comply with all provisions of this Protective  
28 Order;

1                   c. experts or consultants retained for purposes of this  
2 litigation, but only to the extent necessary to: (a) prepare a written opinion, (b)  
3 prepare to testify in the Litigation, or (c) assist counsel in the prosecution of the  
4 Litigation; provided that such expert or consultant (i) is using the Confidential  
5 material solely in connection with the Litigation, and (ii) signs the acknowledgement  
6 in the form of Exhibit 1 attached to this Protective Order before being provided  
7 Designated Materials;

8                   d. witnesses in the course of deposition, hearing, or trial  
9 testimony where counsel has a reasonable and good faith belief that examination  
10 with respect to the Designated Materials is necessary, and any person being prepared  
11 to testify where counsel has a reasonable and good faith belief that such person will  
12 be a witness in this action and that his examination with respect to the Designated  
13 Material is necessary in connection with such testimony; persons to whom  
14 Designated Materials are disclosed pursuant to this subparagraph may not be  
15 permitted to retain copies of the Designated Materials;

16                  e. the author of the document and anyone shown on the  
17 document as having received it in the ordinary course of business;

18                  f. court reporters and persons preparing transcripts of  
19 depositions;

20                  g. in-house lawyers for the respective parties, and employees  
21 regularly engaged in clerical work for such in-house lawyers, provided that any such  
22 lawyers or employees thereof shall sign the Acknowledgement attached to this  
23 Protective Order before being provided Confidential materials;

24                  h. the Court, Court personnel, and jurors or potential jurors;

25                  i. third party witnesses who have lawful access to the  
26 Designated Materials; and

j. any other person only upon order of the Court, or upon stipulation of the Designating Party, in writing or on the record of a deposition, or at a hearing or trial.

5. Information designated as "HIGHLY CONFIDENTIAL" shall be used by the Receiving Party solely for the purposes of litigation between the parties and may be disclosed only to the following persons:

a. outside counsel for the respective parties, and employees of and independent contractors (except for experts) for outside counsel engaged to assist in this action. The term “outside counsel” shall have the same meaning as defined in paragraph 4(b) above, and the same restrictions, terms and conditions set forth in paragraph 4(b) above shall apply equally to this paragraph 5;

b. experts or consultants retained for purposes of this litigation, but only to the extent necessary to: (a) prepare a written opinion, (b) prepare to testify in the Litigation, or (c) assist counsel in the prosecution of the Litigation; provided that such expert or consultant (i) is using the Designated Material solely in connection with the Litigation, (ii) signs the Acknowledgement attached as Exhibit 1 to this Protective Order before being provided Designated Materials;

c. the author of the document and anyone shown on the document as having received it in the ordinary course of business;

d. a current officer or director of the Designating Party for purposes of questioning the officer or director as a witness at a deposition, hearing, or trial, provided that the Designated Materials to be shown the witness relate to the topics on which the witness has been demonstrated to have knowledge;

e. court reporters and persons preparing transcripts of depositions;

f. the Court, Court personnel, and jurors or potential jurors;

and

g. any other person only upon order of the Court, or upon stipulation of the Designating Party, in writing or on the record of a deposition, **or at a hearing or trial.**

6. Procedures for approving disclosure of "HIGHLY CONFIDENTIAL" Material to Experts:

a. Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Receiving Party that seeks to disclose to an Expert any information or item that has been designated “HIGHLY CONFIDENTIAL” must notify the Designating Party prior to the disclosure of the “HIGHLY CONFIDENTIAL” material in writing with information that sets forth the full name of the Expert and identifies the Expert’s current employer(s). The Designating Party shall not contact Experts so disclosed, and shall not contact Experts’ employers regarding the instant action.

b. A Receiving Party that provides notice as specified in the preceding paragraph may disclose Designated Materials to the identified Expert after it has provided the Designating Party with a signed copy of Exhibit 1 by the Expert. If the Designating Party objects to the disclosure of the Designated Materials to the Expert, then within seven court days of delivering the notification and signed copy of Exhibit 1 the Designating Party must serve a written objection to the Receiving Party. Any such objection must set forth in detail the grounds on which it is based.

c. A Receiving Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement. If no agreement is reached, the Designating Party may file a motion seeking an order from the Court to prevent the disclosure and quash any expert testimony based upon the disclosure. Any such motion must, *inter alia*, describe the circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert is unreasonable, and

1 assess the risk of harm that the disclosure would cause. In addition, any such  
2 motion must be accompanied by a competent declaration in which the Designating  
3 Party describes the parties' efforts to resolve the matter by agreement (i.e., the extent  
4 and the content of the meet and confer discussions) and sets forth the reasons  
5 advanced by the Receiving Party for its need to disclose the Designated Material.

6       7. Persons who are authorized to review Designated Materials shall  
7 hold such materials in confidence and shall not disclose their contents, either verbally  
8 or in writing, to any person not otherwise authorized to receive such information under  
9 this Protective Order, or otherwise required by law. Copies of Designated Materials  
10 shall be made only to the extent necessary to facilitate permitted use under this  
11 Protective Order.

12       8. The recipient of Designated Materials provided under this  
13 Protective Order shall maintain such information in a secure and safe area and shall  
14 exercise the same standard of due and proper care with respect to the storage, custody,  
15 use and/or dissemination of such information as is exercised by the recipient with  
16 respect to its own proprietary information. Designated Materials shall not be copied,  
17 reproduced, summarized or abstracted, except to the extent that such copying,  
18 reproduction, summarization or abstraction is reasonably necessary for the conduct of  
19 this lawsuit. All such copies, reproductions, summarizations, extractions, and  
20 abstractions shall be subject to the terms of the Protective Order, and labeled in the  
21 same manner as the Designated Materials on which they are based.

22       9. In the event a Party deems it necessary to disclose any Materials  
23 designated as "CONFIDENTIAL" to any person not specified in paragraph 4, or to  
24 disclose any Material designated as "HIGHLY CONFIDENTIAL" to any person not  
25 specified in paragraph 5 (the "Proposed Disclosure"), that party shall notify counsel  
26 for the producing Designating Party in writing of: (i) the Designated Materials it  
27 wishes to disclose, and (ii) the person or persons to whom such disclosure is to be  
28 made. The Proposed Disclosure shall not be made absent written permission of the

1 Designating Party, unless the party wishing to make the Proposed Disclosure obtains  
2 an order from the Court permitting the Proposed Disclosure. Counsel shall obtain  
3 from all persons to whom disclosures are made pursuant to this paragraph 9 a written  
4 acknowledgement, substantially in the form of Exhibit 1 attached hereto, that such  
5 person or persons have reviewed a copy of this Protective Order, will comply with its  
6 terms in all respects and will submit to the jurisdiction of this Court for  
7 adjudication of any dispute about whether such person or persons have complied  
8 with the terms of this Protective Order.

9           10. In the event of any inadvertent disclosure of attorney-client  
10 privileged information or information subject to the attorney work product doctrine  
11 or any other privilege, the party making such inadvertent disclosure, after learning of  
12 such inadvertent disclosure, shall notify the party to whom the inadvertent  
13 disclosure was made; the party to whom the inadvertent disclosure was made shall  
14 then immediately return such material and all copies the party made thereof. Also, in  
15 the event any party hereto receives any document from another party that upon its  
16 face is subject to the attorney-client privilege, attorney work product doctrine, or  
17 any other privilege, that party shall immediately return such document and all  
18 copies the party made thereof to the party who produced the document.

19           11. Disclosing parties shall designate Discovery Materials  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” as follows:

21           a. In the case of documents, interrogatory answers, responses to  
22 requests to admit, and the information contained therein, designation shall be made  
23 by placing the following legend on every page of any such document prior to  
24 production: “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL;”

25           b. In the case of depositions, designation of the portion of the  
26 transcript (including exhibits) which contains Designated Materials shall be made by a  
27 statement to such effect on the record in the course of the deposition or, upon review  
28 of such transcript, by counsel for the party to whose Designated Materials the

1 deponent has had access, which counsel shall designate fifteen (15) days after  
2 counsel's receipt of a certified transcript from the court reporter. If a portion of a  
3 deposition is designated as Designated Materials before the deposition is  
4 transcribed, the transcript of the "Designated Materials" shall be bound in a  
5 separate volume marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" as  
6 appropriate. If a portion of a deposition is designated as Designated Materials  
7 during the course of a deposition, counsel may request all persons, except persons  
8 entitled to receive Designated Materials pursuant to this Protective Order, to leave the  
9 room while the deposition is proceeding until completion of the answer or answers  
10 containing Designated Materials. If a portion of a deposition is designated as  
11 Designated Materials after the deposition is transcribed, counsel shall list on a  
12 separate piece of paper the numbers of the pages of the transcript containing  
13 Designated Materials, inserting the list at the end of the transcript, and mailing  
14 copies of the list to counsel for all parties so that it may be affixed to the face of the  
15 transcript and each copy thereof. Pending such designation by counsel, the entire  
16 deposition transcript, including exhibits, shall be deemed "HIGHLY  
17 CONFIDENTIAL." If no designation is made within fifteen (15) days after receipt  
18 of a certified transcript from the court reporter, the transcript shall be considered  
19 not to contain any Designated Materials;

20 c. Transcripts of depositions or documentation produced in the  
21 action will not be filed with the Court unless it is necessary to do so for purposes of  
22 trial, motions for summary judgment, or other matters. The parties shall use their best  
23 efforts to include Designated Materials in Court filings only when necessary, and  
24 shall, to the extent possible, file redacted versions of sealed filings that redact any  
25 portions of those filings that contain or reflect Designated Materials. If a motion to  
26 seal is pending, any materials filed under seal shall remain under seal and shall not be  
27 disclosed to any person other than Court personnel, opposing counsel, and any other  
28 person permitted under the terms of this Protective Order to have access to

1 Designated Materials until the Court has ruled on that motion. If the Court grants the  
2 motion to file under seal, the documents shall remain under seal and shall not be  
3 disclosed except as provided in this Protective Order or other Court Order. A  
4 complete, unredacted set of documents filed under seal shall be provided by the  
5 filing party to opposing counsel.

6 d. Any Designated Materials produced in a non-paper media  
7 (e.g. videotape, audiotape, computer disk, *etc.*) may be designated as such by  
8 labeling the outside of such non-paper media as “CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL.” In the event a Receiving Party generates any “hard copy,”  
10 transcription, or printout from any such designated non-paper media, such party  
11 must stamp each page “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” and  
12 the hard copy, transcription or printout shall be treated as it is designated.

13 12. If timely corrected, an inadvertent failure to designate qualified  
14 information or items as “Confidential” or “Highly Confidential” does not, standing  
15 alone, waive the Designating Party’s right to secure protection under this Protective  
16 Order for such materials. If the material is appropriately designated as  
17 “Confidential” or “Highly Confidential” after it was initially produced, the Receiving  
18 Party, on timely notification of the designation, must make reasonable efforts to  
19 assure that the Designated Materials are treated in accordance with the provisions of  
20 this Protective Order.

21 13. A party shall not be obligated to challenge the propriety of a  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” designation at the time  
23 made, and failure to do so shall not preclude a subsequent challenge thereto during  
24 the pendency of this litigation. In the event that any party to this litigation  
25 disagrees at any stage of these proceedings with such designation, such party shall  
26 provide to the Designating Party written notice of its disagreement with the  
27 designation. The parties shall first try to dispose of such dispute in good faith on an  
28 informal basis. If the dispute cannot be resolved within fourteen (14) days or such

1 shorter time as may be necessary in the circumstances after the objection is  
2 received, the party seeking to de-designate the information as "CONFIDENTIAL"  
3 or "HIGHLY CONFIDENTIAL" may file a motion requesting that this Court  
4 determine whether the disputed material shall be treated as "CONFIDENTIAL" or  
5 "HIGHLY CONFIDENTIAL" under the Protective Order. The burden of proving  
6 that information has been properly designated as "CONFIDENTIAL" or  
7 "HIGHLY CONFIDENTIAL" is on the Designating Party. Discovery Material  
8 designated as Designated Materials shall retain this status as well as its category of  
9 designation until such time as either: (a) the parties expressly agree otherwise in  
10 writing; (b) the Court orders otherwise, unless such order is stayed pending  
11 appellate review; **or (c) the materials are introduced into evidence in connection**  
**with trial or a dispositive motion and no sealing order has been requested or a**  
**sealing order has not been entered by the Court.**

14. In the event that any Designated Material is used in any Court  
15 proceeding in connection with this litigation (other than trial **or in connection with a**  
**dispositive motion**) it shall not lose its "CONFIDENTIAL" or "HIGHLY  
17 CONFIDENTIAL" status through such use, and the parties shall take all steps  
18 reasonably required to protect its confidentiality during such use.

19. In the event that the case proceeds to trial **or that a dispositive**  
**motion is filed**, any Designated Material designated as "CONFIDENTIAL" or  
21 "HIGHLY CONFIDENTIAL" becomes public and will be presumptively available to  
22 all members of the public, including the press, unless sufficient cause is shown in  
23 advance of trial to proceed otherwise.

24. If Designated Materials **are** disclosed to any person other than in the  
25 manner authorized by this Protective Order, the person responsible for the disclosure  
26 must immediately bring all pertinent facts relating to such disclosure to the attention of  
27 counsel for the Designating Party and, without prejudice to any other rights and  
28

1       remedies of the parties, make every effort to prevent further disclosure by it or by the  
2       person who was the recipient of such information.

3           17. In the event any Receiving Party having possession, custody or  
4       control of any Discovery Materials provided by the Designating Party receives a  
5       subpoena or other process or order to produce in another legal proceeding the  
6       Discovery Materials, such Receiving Party shall notify counsel for the Designating  
7       Party of the subpoena or other process or order, furnish counsel for the Designating  
8       Party with a copy of said subpoena or other process or order, and cooperate with  
9       respect to all reasonable procedures sought to be pursued by the Designating Party  
10      whose interests may be affected. The Designating Party shall have the burden of  
11      defending against such subpoena, process or order. The Receiving Party shall be  
12      entitled to comply with the subpoena or other process or order except to the extent the  
13      Designating Party is successful in obtaining an order modifying or quashing the  
14      subpoena or other process or order.

15           18. Entering into, agreeing to, and/or producing or receiving  
16      information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or  
17      otherwise complying with the terms of this Protective Order shall not:

18               a. operate as an admission by any party that any material  
19       designated by another party or non-party actually contains or reflects trade secrets or  
20       other confidential information;

21               b. reduce in any way the rights of the parties or non-parties from  
22       whom discovery may be sought to object to a request for discovery or to the  
23       production of documents or materials that they may consider not subject to discovery  
24       or privileged from discovery;

25               c. prejudice in any way the rights of any party to object to  
26       the authenticity or admissibility of any document, materials, or testimony that is  
27       subject to this Protective Order;

d. prejudice in any way the rights of any party to seek a determination by the Court as to the appropriateness of a designation; and/or

e. prevent the parties from agreeing to alter or waive the protections or remedies provided in this Protective Order with respect to any particular Designated Materials or Discovery Materials, provided that such agreement, alteration, or waiver is in writing and signed by both parties.

19. This Protective Order is without prejudice to the right of any party to seek relief from the Court, upon good cause shown, from any of the provisions contained in the Protective Order.

20. This Protective Order shall not be construed as waiving any right to assert a claim of privilege, relevance, overbreadth, trade secret, burdensomeness or other grounds for not producing material called for, and access to such material shall be only as otherwise provided by the discovery rules and other applicable law both foreign and domestic.

21. Nothing contained herein shall preclude a producing entity from using his, her, or its own confidential information, documents, or materials in any manner he, she, or it sees fit, or from revealing such confidential information, documents, or materials to whomever he, she, or it chooses.

22. After termination of this action, the restrictions on the communication and disclosure provided for herein shall continue to be binding upon the parties and all other persons to whom Designated Materials or information contained therein have been communicated or disclosed pursuant to the provisions of this Order or any other Order of this Court. The Court shall retain continuing jurisdiction to enforce the terms of this Protective Order.

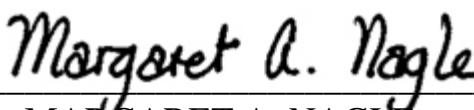
23. All Designated Material subject to this Protective Order shall be returned to the Designating Parties upon termination of this action (or, upon written permission by the Designating Party, destroyed). Termination of this action shall be taken and construed as the date forty-five (45) days following (a) the filing of a

1 stipulated dismissal or the entry of a voluntary dismissal; (b) a final non-appealable  
2 order disposing of this case; or (c) the expiration of the time for any appeal. Upon  
3 such termination, counsel of record for the Receiving Party shall notify counsel for the  
4 Designating Party of compliance. Counsel for the Receiving Party shall make a  
5 reasonable effort to retrieve any documents or information subject to this Protective  
6 Order from any person to whom such information has been given, and shall notify  
7 counsel for the Designating Party of the failure to retrieve any such information.

8 Such information shall include descriptive detail of any document not returned  
9 or destroyed. Nothing in this paragraph shall preclude outside counsel from retaining  
10 after termination of this action one copy of (a) pleadings, motions, and memoranda  
11 filed with the Court; and (b) deposition, hearing and trial transcripts and exhibits,  
12 provided, however, that such counsel may not disclose retained materials that  
13 contain Designated Materials to any other person and shall keep such retained  
14 materials in a manner reflecting their confidential nature.

15  
16 **IT IS SO ORDERED.**

17 DATED: December 17, 2010

18  
19   
20 MARGARET A. NAGLE  
21 UNITED STATES MAGISTRATE JUDGE  
22  
23  
24  
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## **EXHIBIT 1**

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order Entered Pursuant to the Stipulation of the Parties (“Protective Order”) that was issued by the United States District Court for the Central District of California on December 17, 2010, in the case of **CLEVO CO. v. HECNY SHIPPING LTD., et al., Case No.: 2:09-cv-09135 MMM (MAN)**. I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

[printed name]

Signature: